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**From:** Michael D. Warner  
**Sent:** Thursday, May 13, 2021 8:18 AM  
**To:** eric@ealpc.com  
**Cc:** Ben L. Wallen  
**Subject:** Trophy Hospitality

Eric:

As you are aware, this office is counsel for Blue Star Frisco Retail, LLC (the “**Landlord**”), the Debtor’s Landlord.

As more fully provided in the *Motion of Landlord Blue Star Frisco Retail, LLC for an Order (I) in the alternative (A) Confirming that the Automatic Stay has been Terminated pursuant to Section 362(j). etc.* (the “**Motion**”) [Docket No. 18], the Debtor was pre-petition, and continued post-petition (through April 20, 2021 – the date of the Motion) to violate and breach various provisions of the Lease (as defined in the Motion). More specifically, and not by way of limitation, the Debtor violated and breached multiple provisions of Article VII of the Lease, and 28 U.S.C. Section 959(b).

While the Landlord expected, as required, that the Debtor comply with the provisions of the Lease and Titles 11 and 28 of the United States Code, the Debtor has not done so since the filing the Petition. Several instances of such failures are identified in the Motion.

Since filing of the Motion, the Debtor continues to violate its obligations pursuant to the Lease and Titles 11 and 28 of the United States Code. At this time, rather than filing a supplement to the Motion (which we intend to do at a later date), the Landlord is providing this E-mail to you (which we expect will be the first in a series of E-mails to you, if the Debtor’s past actions in ignoring and disregarding its obligations are any indication of future events) informing you and the Debtor of the continued violations and breaches of the Lease and laws.

Specifically, the following event has occurred:

**5/12/21 Alcohol related event on the Premises Frisco Intensive Care Unit and EMS Responded**

We ask that you immediately address the foregoing with the Debtor, to avoid future violations as well as damage to the Debtor. Should you or the Debtor require further details on the foregoing events, please contact the undersigned, or the Frisco Fire Department.

Should you have questions or want to address the foregoing, please do not hesitate to contact the undersigned.

Sincerely,

**Michael D. Warner**  
Pachulski Stang Ziehl & Jones LLP  
Cell: 817.832.5566 | Tel: 713.691.9385  
[mwarner@pszjlaw.com](mailto:mwarner@pszjlaw.com)  
[vCard](#) | [Bio](#)



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**From:** Michael D. Warner  
**Sent:** Sunday, April 25, 2021 9:01 AM  
**To:** eric@ealpc.com  
**Subject:** Trophy Hospitality - April 24, 2021

Eric:

As you are aware, this office is counsel for Blue Star Frisco Retail, LLC (the “**Landlord**”), the Debtor’s Landlord.

As more fully provided in the *Motion of Landlord Blue Star Frisco Retail, LLC for an Order (I) in the alternative (A) Confirming that the Automatic Stay has been Terminated pursuant to Section 362(j). etc.* (the “**Motion**”) [Docket No. 18], the Debtor was pre-petition, and continued post-petition (through April 20, 2021 – the date of the Motion) to violate and breach various provisions of the Lease (as defined in the Motion). More specifically, and not by way of limitation, the Debtor violated and breached multiple provisions of Article VII of the Lease, and 28 U.S.C. Section 959(b).

While the Landlord expected, as required, that the Debtor comply with the provisions of the Lease and Titles 11 and 28 of the United States Code, the Debtor has not done so since the filing the Petition. Several instances of such failures are identified in the Motion.

Since filing of the Motion, the Debtor continues to violate its obligations pursuant to the Lease and Titles 11 and 28 of the United States Code. At this time, rather than filing a supplement to the Motion (which we intend to do at a later date), the Landlord is providing this E-mail to you (which we expect will be the first in a series of E-mails to you, if the Debtor’s past actions in ignoring and disregarding its obligations are any indication of future events) informing you and the Debtor of the continued violations and breaches of the Lease and laws.

Specifically, the following event has occurred:

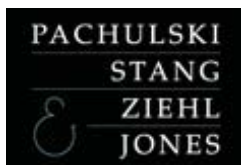
**4/24/21 Fight on the Premises Police and EMS Responded**

We ask that you immediately address the foregoing with the Debtor, to avoid future violations as well as damage to the Debtor. Should you or the Debtor require further details on the foregoing events, please contact the undersigned, or the Frisco Police Department.

Should you have questions or want to address the foregoing, please do not hesitate to contact the undersigned.

Sincerely,

**Michael D. Warner**  
Pachulski Stang Ziehl & Jones LLP  
Cell: 817.832.5566 | Tel: 713.691.9385  
[mwarner@pszjlaw.com](mailto:mwarner@pszjlaw.com)  
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**From:** Michael D. Warner  
**Sent:** Saturday, April 24, 2021 6:42 PM  
**To:** eric@ealpc.com  
**Subject:** Trophy Hospitality - April 22, and 23, 2021

Eric:

As you are aware, this office is counsel for Blue Star Frisco Retail, LLC (the “**Landlord**”), the Debtor’s Landlord.

As more fully provided in the *Motion of Landlord Blue Star Frisco Retail, LLC for an Order (I) in the alternative (A) Confirming that the Automatic Stay has been Terminated pursuant to Section 362(j). etc.* (the “**Motion**”) [Docket No. 18], the Debtor was pre-petition, and continued post-petition (through April 20, 2021 – the date of the Motion) to violate and breach various provisions of the Lease (as defined in the Motion). More specifically, and not by way of limitation, the Debtor violated and breached multiple provisions of Article VII of the Lease, and 28 U.S.C. Section 959(b).

While the Landlord expected, as required, that the Debtor comply with the provisions of the Lease and Titles 11 and 28 of the United States Code, the Debtor has not done so since the filing the Petition. Several instances of such failures are identified in the Motion.

Since filing of the Motion, the Debtor continues to violate its obligations pursuant to the Lease and Titles 11 and 28 of the United States Code. At this time, rather than filing a supplement to the Motion (which we intend to do at a later date), the Landlord is providing this E-mail to you (which we expect will be the first in a series of E-mails to you, if the Debtor’s past actions in ignoring and disregarding its obligations are any indication of future events) informing you and the Debtor of the continued violations and breaches of the Lease and laws.

Specifically, the following events have occurred:

**4/22/21 Noise Complaint emanating from the Debtor’s Premises Police Responded**  
**4/23/21 Noise Complaint emanating from the Debtor’s Premises Police Responded**

We ask that you immediately address the foregoing with the Debtor, to avoid future violations as well as damage to the Debtor. Should you or the Debtor require further details on the foregoing events, please contact the undersigned, or the Frisco Police Department.

Should you have questions or want to address the foregoing, please do not hesitate to contact the undersigned.  
Sincerely,

**Michael D. Warner**  
Pachulski Stang Ziehl & Jones LLP  
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